

demand and received from his vendor the statement under oath as provided in section 19, and without having notified or caused to be notified all of the creditors of the vendor named in such statement as in section 19 provided, such purchase, sale or transfer shall to any and to all subsisting creditors of the vendor be presumed fraudulent and void.

A sale contrary to section 18 of the code of 1904 was held not conclusive evidence of fraud, but that it only threw the burden on the purchaser to prove the transaction *bona fide*. Purchase upheld. *Hart v. Roney*, 93 Md. 433.

1906, ch. 421, secs. 20, 21. 1908, ch. 704, secs. 20, 21.

21. Any sale or transfer of a stock of goods, wares or merchandise out of the usual or ordinary course of the business or trade of the vendor, or whenever thereby substantially the entire business or trade heretofore conducted by the vendor shall be sold or conveyed or attempted to be sold or conveyed, to one or more persons, shall be deemed a sale in bulk, in contemplation of this law. Nothing contained in this or the two foregoing sections shall apply to sales made by executors, administrators, receivers or any public officer conducting a sale in his official capacity, nor to any deed of trust executed for the benefit of creditors.

Uniform Sales Act.

Chapter I.

1910, ch. 346, sec. 19 (p. 272).

22. (1) A contract to sell goods is a contract whereby the seller agrees to transfer the property in goods to the buyer for a consideration called the price.

(2) A sale of goods is an agreement whereby the seller transfers the property in goods to the buyer for a consideration called the price.

(3) A contract to sell or a sale may be absolute or conditional.

(4) There may be a contract to sell or a sale between one part owner and another.

See sec. 97.

1910, ch. 346, sec. 20 (p. 272).

23. Capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property.

Where necessities are sold and delivered to an infant, or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price therefor.

Necessaries in this section mean goods suitable to the condition in life of such infant or other person, and to his actual requirements at the time of delivery.

1910, ch. 346, sec. 21 (p. 273).

24. Subject to the provisions of this sub-title and of any statute in that behalf, a contract to sell or a sale may be made in writing